

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS
HILLSBOROUGH COUNTY, FLORIDA

IT IS HEREBY AGREED, by and between THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA, hereinafter called the "BOARD," and MARYELLEN ELIA, hereinafter called "SUPERINTENDENT," that said BOARD, in accordance with this action as found in the minutes of the meeting held on the 12th day of July, 2005, has and does hereby employ said SUPERINTENDENT for a period of three (3) years, commencing on July 1, 2005 and ending on June 30, 2008, unless the Contract is extended or terminated earlier by either party pursuant to the terms provided herein. Both parties agree that said employee is an employee of the BOARD and shall perform the duties of the SUPERINTENDENT of Schools, in and for the public schools in Hillsborough County, Florida, as prescribed by the laws of the State of Florida and by the rules and regulations made thereunder by the School Board and the State Department of Education, State of Florida.

WITNESSETH:

1. That for the fiscal year beginning July 1, 2005 the SUPERINTENDENT shall be paid an annual salary of Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in accordance with the policy of the BOARD governing payments to other professional members of the professional staff, subject to annual increases, which shall be the same as the percentage increase as teachers.

For the fiscal year beginning July 1, 2005 and for each year thereafter, the SUPERINTENDENT will receive, as salary in addition to any salary and annual increase paid to her pursuant to this Paragraph, an amount to be determined based on the SUPERINTENDENT's attainment of certain performance goals. This amount will be determined by use of the following formula:

For each school Achieving Adequate Yearly Progress	\$200
For each school receiving a rating of "A":	\$100
For having no school with a rating of "D" or "F":	\$2,000
For every point increase in African-American student achievement, as measured on each of the 3 rd , 8 th , and 10 th grade reading FCAT scores:	\$750
For every point increase in Hispanic student achievement, as measured on each of the 3 rd , 8 th , and 10 th grade reading FCAT scores:	\$750
For every point increase in African-American student Achievement, as measured on each of the 3 rd , 8 th , and 10 th grade math FCAT scores:	\$500

For every point increase in Hispanic student achievement, as measured on each of the 3 rd , 8 th , and 10 th grade math FCAT scores:	\$500
For implementing a performance pay schedule for the District administrators that supports the BOARD's priorities	\$5,000
For every percentage point increase in 7 th grade student participation in the Talent Identification program (TIP) and providing access to the Key Scholars program	\$500
For every percentage point increase in students participating in AP courses/exams, grades 9-12	\$500
For every percentage point increase in students scoring 3 or higher on AP exams	\$750
For every percentage point increase in students scoring 4 or higher on IB exam	\$750
For every percentage point increase in African-American students participating in TIP and providing access to the Key Scholars program	\$500
For every percentage point increase in Hispanic students participating in TIP and providing access to the Key Scholars program	\$500
For every percentage point increase in African-American students taking the AP exam	\$500
For every percentage point increase in Hispanic students taking the AP exam	\$500
For every percentage point increase in African-American students taking the IB exam	\$500
For every percentage point increase in Hispanic students taking the IB exam	\$500

2. That the BOARD hereby retains the right to adjust the annual salary of the SUPERINTENDENT during the term of this Contract. Said salary adjustment shall not reduce the annual salary below the figure stated above. Any adjustment in salary made during the life of this contract and any extensions shall be in the form of an amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the BOARD has entered into a new Contract with the SUPERINTENDENT, nor that the termination date of the existing Contract has been extended. However, the BOARD may, by specific action, extend the termination date of the existing Contract, if such extension is permitted by State law.

3. That the SUPERINTENDENT shall remain a member of the state retirement system entitled to all benefits under that system. Additionally, that the BOARD shall contribute to an additional retirement plan(s) on behalf of the SUPERINTENDENT. For purposes of this agreement, additional retirement plan(s) will consist of employer funded retirement plans authorized by the Internal Revenue Code (IRC) under Sections 401(a), 403(b), and/or 457(b). During each contract year, deposits equal to fifteen percent of all gross salary compensation pursuant to the terms provided herein, up to the applicable limits allowed by law, shall be made to one or more of the plans. However, in no event shall the total of such deposits to the additional retirement plan(s) exceed, in the aggregate, fifteen percent of all gross salary compensation. Deposits may be made into one or more authorized plans, as designated by the Superintendent, in any given year and will be immediately 100% vested. The determination of which plan or plans will receive the deposit will be made after evaluating which plan, or plans, will provide for the greatest tax advantage for the District and the SUPERINTENDENT. The SUPERINTENDENT shall have no option to receive the funds in cash prior to deposit and may only access funds from these plans as allowed by the IRC Section applicable to the account in which the deposits were made.
4. That throughout the term of this Contract, the SUPERINTENDENT shall be subject to discharge for good and just cause, provided, however, that the BOARD does not arbitrarily or capriciously call for her dismissal, and that the SUPERINTENDENT shall have the right to service of written charges, notice of hearing and a fair hearing before the BOARD. If the SUPERINTENDENT chooses to be accompanied by legal counsel at the time of hearing, said legal expenses will be incurred by the SUPERINTENDENT. The procedures and decision of the BOARD shall be considered a final order for purposes of Chapter 120, Florida Statutes. If the contract and any extension is terminated prior to its expiration without just cause, SUPERINTENDENT shall be entitled to receive all salary, retirement payments, insurance policies and other benefits provided under the contract due through the unexpired term of the contract. Such payments shall be paid in a lump sum or periodically as is agreed to by the BOARD and SUPERINTENDENT.
5. That the SUPERINTENDENT shall have complete freedom to organize, reorganize and arrange the administrative and supervisory staff in a manner which, in her judgment, best serves the public schools of Hillsborough County, Florida; that the administration of instruction and business affairs shall be lodged with the SUPERINTENDENT and administered by her with the assistance of her staff; that the responsibility for selection, placement and transfer of personnel shall be vested in the SUPERINTENDENT and her staff; and that the BOARD, individually and collectively, will refer promptly all criticism, complaints and suggestions called to its attention to the SUPERINTENDENT for study and recommendation.
6. That the BOARD requires the SUPERINTENDENT to maintain an office in her house, at no expense to the BOARD.
7. That the SUPERINTENDENT shall furnish her own transportation in the performance of her duties as SUPERINTENDENT of Schools of Hillsborough County, Florida. The SUPERINTENDENT will be provided with a \$125 per month car allowance in addition to being reimbursed for travel and related expenses, in accordance with State Law and BOARD policy, while representing the School District and the School Board in community affairs.

8. That the SUPERINTENDENT shall receive paid vacation and sick leave in accordance with all other district administrators, exclusive of legal holidays, and upon retirement or severancy, the SUPERINTENDENT shall be paid for all unused accumulated vacation and sick leave days, as allowed by law, calculated at her daily rate of pay. Vacation and sick leave days accumulated as part of the SUPERINTENDENT's previous employment in Hillsborough County, Florida, shall be assigned to the SUPERINTENDENT's leave account in the same manner as days earned as a part of this Contract. Any unused annual or sick leave shall accumulate from year to year with no maximum limit. Upon any termination of this Contract, the BOARD shall pay the SUPERINTENDENT for all vacation and sick leave earned but unused, at that time, at the daily rate as set forth in this Contract. During the time of continued employment, all annual and sick leave in excess of the maximum amounts allowed by law that are not used by the date of payment into any respective special pay plans, shall accumulate from year to year without limit. The value of any accumulated vacation and/or sick leave days shall be determined at the appropriate daily rate applicable in each year.
9. If the SUPERINTENDENT's employment is terminated because of death, while she is in the employ of the School Board of Hillsborough County, then her designated beneficiary shall elect from the provision and option in the above paragraph the method and means by which such terminal pay shall be distributed.
10. That the SUPERINTENDENT does hereby agree to have a comprehensive medical examination annually; that a statement certifying the physical competency of the SUPERINTENDENT shall be filed with the clerk or secretary of the BOARD and treated as confidential information by the BOARD; the cost of said medical report to be borne by the BOARD.
11. That the BOARD will provide health insurance coverage for the SUPERINTENDENT, as designated by her choice of district health plan and tier coverage. In addition, for each contract year completed, the BOARD shall provide an additional two years of this health insurance coverage, which coverage will commence subsequent to the termination of the contract or any extensions, for the SUPERINTENDENT's choice of district health plan and tier coverage.
12. That the BOARD will provide the SUPERINTENDENT with a long term disability policy in an amount to equal approximately sixty percent 60% of current salary during the term of the contract and any extensions (provided the SUPERINTENDENT meets the medical requirements for such coverage). The SUPERINTENDENT shall be provided the option of continuing coverage after the termination of the contract at her expense.
13. That the BOARD shall provide a one-million dollar (\$1,000,000) term life insurance policy on the SUPERINTENDENT's life with a term of no less than 20 years, payable to the SUPERINTENDENT's beneficiaries during the term of the contract and any extensions (provided the SUPERINTENDENT meets the medical requirements to obtain such a policy). The SUPERINTENDENT shall own the policy and may designate the beneficiary or beneficiaries of her choice. The SUPERINTENDENT shall be provided the option to continue coverage after termination of the contract at her expense.

14. That the SUPERINTENDENT shall attend appropriate professional meetings at the local, state and national levels, the expenses of said attendance to be incurred by the BOARD, in accordance with the laws of the State of Florida. The BOARD agrees to pay dues, on behalf of the SUPERINTENDENT, to professional organizations as would be necessary in conducting the normal course of the SUPERINTENDENT'S duties.
15. That the SUPERINTENDENT may terminate this Contract at the end of any contract year, provided six (6) months' notice is given to the BOARD, or at any other time with BOARD approval.
16. That the BOARD will evaluate the SUPERINTENDENT on a mutually agreed upon instrument prior to August 1, of each year that this Contract is in effect. If the evaluation of the SUPERINTENDENT reflects an average of eighty percent (80%) satisfactory performance of her duties by a majority of the BOARD, the BOARD shall extend the SUPERINTENDENT'S Contract for one (1) year from the termination date of the Contract and any extensions in effect at that time.
17. That this Contract shall automatically be extended by one (1) year, unless the BOARD gives the SUPERINTENDENT written notice between six (6) months and twelve (12) months prior to the expiration of this Contract of its intention not to renew the Contract. The SUPERINTENDENT shall be required to give a written reminder of this notice requirement to each School Board member two (2) months in advance of this six (6) month period.
18. That the BOARD shall defend, save harmless and indemnify the SUPERINTENDENT against any legal action arising directly or indirectly out of her services as SUPERINTENDENT, to the extent permitted by Florida Statutes. Indemnification shall include payment by the BOARD of reasonable attorneys' fees and costs incurred in any legal action.

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names and affixed their seals at Tampa, Hillsborough County, Florida this 12th day of July, 2005.

**Signed, sealed and delivered
in the presence of:**

**THE SCHOOL BOARD OF
HILLSBOROUGH COUNTY, FLORIDA**

ANN S. OLSON, Chair (Seal)

MARYELLEN ELIA, Superintendent